

NEW ADVERTISEMENT

七十二月二年百九十壹與港香

PRICE \$2½ PER MONTH.

SHIPPING.

ARRIVALS.

Feb. 25, **PEOPLES**, British str., 1,390, W. Mackay, Saigon 20th February. **RUSSIA**, Russian.

Feb. 26, **SEACUIS**, British steamer, 9,590, J. Barwise, Singapore. **20th Feb.**, General—**BUTTERFIELD & SWIRE**.

Feb. 26, **ALMA**, (German) str., 3,573, H. Knuth, Kobe. **20th Feb.**, General—**CARLISLE** & CO.

Feb. 26, **JAVA**, British steamer, 2,632, G. W. Gordon, S.N.K. London 13th Jan., General—**P. & O. S. N. Co.**

Feb. 26, **PEIRARCH**, German str., 1,257, H. Quecker, Singapore 17th Feb., Timboon.

SANDERS WILSON & CO.

Feb. 26, **YUEHANG**, British str., 1,193, P. H. Rolfe, K.N.N. Manila 20th Feb. **Hamp-Jardine, Matheson & Co.**

60. 1898, Chinese cat, 1-216 Blotches.
 Shantung, General, -Canton
 St. Peter's Marine Co., 1946 H.
 A. Hayes, Singapore 18th Feb. Caroline
 Islands Co.
 61. 1898, British cat, 1459, J. E.
 Williams Sydney 30th Jan., Brisbane and
 Feb., Mackay 4th, Townsville 5th, Cairns
 6th, Cooktown 6th, Thursday Island 10th,
 Port Moresby 17th, Madia 23rd, Cal
 and General.—BURTONS
 62. 1898, French cat 759, Pannier,
 Halphen and Holbow 23rd Feb., General.
 63. 1898, Maltese, French cat, 503, General,
 Pachel and Holbow 25th Feb., General—
 A. R. MARX
 64. 1898, Norwegian cat, 2450, J. D
 Edwards San Diego 7th Jan., Floor and
 Coals.—BURTONS & SWISS
 65. 1898, German cruiser, 6,000 N. V.
 Usedom, Germany 20th February.

ULEABRANES.

At the Bureau Captain's Office,
 20th February.

66. 1898, German cat, for Yokohama

24. *Wobon*, British str., for *Holbow*.
 25. *Cressat*, str., for *Holbow*.
 26. *Maang*, German str., for *Maia*.
 27. *Muhun*, Chinese str., for *Canton*.
 28. *Maingut*, British str., for *Seaford*.

DEPARTURES.
 29. *HACHING*, British str., for *Swatow*.
 30. *TAMBU MABY*, Jap str., for *Swatow*.
 31. *SULLBORG*, German str., for *Saigon*.
 32. *KWANG PRIG*, Chinese str., for *Chifoo*.
 33. *DAOM*, German str., for *Chinkiang*.
 34. *HERBES*, Negresco str., for *Hongay*.
 35. *HATNE*, French str., for *Holbow*.
 36. *CHOWAI*, British str., for *Bangkok*.
 37. *BAKU*, STANDARD, British str., for *Swatow*.
 38. *LODRE*, French str., for *Europe*.
 39. *SISHAS*, British str., for *Swatow*.
 40. *EDMUNTH RICKMES*, German str., for *Swatow*.

ARRIVED.

Gleason, from Singapore; 402 Chinese.
Yuensoong from Manila, Mr. Finlay and
Messrs. Gorra, C. Gorra, Li Platt,
Wong, Meean, and sergeant, Mr. Ziegler.
Burrall, Mr. Hlatat, Miss Schultz, Mr.
Lava and servant, Fisher, Storons, P.
Wells, Holston, Slav, Raudruff,
Mr. Maxwell, James, Hastings and Gaus-
son.

Thyra, from San Diego, Mr. Mrs. and
Butler.

Chingto, from Australia, Mrs. Turner,
Mrs. Moore, Taylor, Fleming and
family and crew.

DEPARTED.

Mennmur, for Manila, Messrs. E. Ehrman,
Gardner, G. A. Slau, Mrs. J. H. Mead and
Misses C. W. Gardner, Mrs. M. Andon-
son, Mrs. Andrew, Mrs. McKeen.

G. Gordon, Barton, H. Arai, Mrs.
Mrs. Eumalia and several, Messrs. C.
Hechter, M. Epiole, Mrs. Gussor-
and Mr. Pascho.

Tonkin, from Hongkong, for Shanghai,
J. A. Cumming, D. Brand, L. B.
P. D. Leadoe, C. H. Ross, N. E. Miller,
R. S. Robinson, J. Graham, W. E.
E. F. Togg, C. B. Carroll, C. A. A.
Russ, F. B. Jacob, Recher, Murrie,
W. W. Lazenby, H. Stone, L. E. Burkhardt,
M. Maclean, E. Dunn, R. Purdon,
Mrs. M. K. Smith, Mrs. J. A. Smith,
Mrs. E. Robbins, Mrs. P. Robbins
for C. Robbins; for Kobe, Mrs. Mrs
Captains Watson and Montgomerie
P. Daniel; for Yokohama, Mrs. Miss

from Hongkong for Saigon, Mr.
E. Mayer, Trams and Mrs. O'Connell
for Singapore, Miss L. E. Anderson,
Harold, Trams, P. Tang, E. N.
Lee, Lok Tsut, Huang Lee, and
P. Xavier, Mrs. Chan, Mr. and Mrs.
Waynon; to Colombo, Prince Car-

VESSELS IN DOCK.
—**GREEN DOKES**.—
DON DOKES.—Isle de Cuba, U.S.S.
KONG, Hongkong, U.S.S. Wheeling, Kai-
man, U.S.S. Relief, Germania,
U.S.S. Albatron King.
—**POLYAN DOKES**.—Don Juande Austria,
Bankov.

TODAY:
Meeting of Geo. Forewick and Co.,
Hotel, noon.
Sale, Clothing, Salas Rosens, Zoland
and Forewick, 2 p.m.
Sale, Furniture, opposite City Hall,
Hough, 3 p.m.
“The Situation in the Far East.”

TO-MORROW.
Meeting of Shareholders of China-
Ed. & Queen's Buildings, noon.
Household Sales. Every Tuesday, Sales
House Street, Hughes and Hogg.

HONG KONG HIGH-LEVEL TRAM-
WAYS COMPANY, LIMITED.

TIME TABLE.
WEEK DATES.

6.30 a.m.	Every quarter of an hour
9.30 a.m.	Every two minutes
10.45 a.m.	Every quarters of an hour.
3.03 p.m.	Every quarter of an hour.
3.53 p.m.	Every quarters of an hour.
8.00 p.m.	Every two minutes

At 8.45 p.m. and 9 p.m. and from 9.45

to 11.15 p.m. every half hour.
Saturdays.
Night cars at 11.30 and 11.45 p.m.
Sundays.
a. to 10.15 a.m. Every half hour.
b. to 12.30 a.m. Every 15 minutes.
c. to 3.45 p.m. Every quarter of an hour.
d. to 8.45 p.m. and 9 p.m., and from
e. to 12.15 p.m. every half hour.
CARDS, by arrangement at the Com-
missioners' Office, Nos. 38 & 40, Queen's Road Central.
H. D. HUMPHREYS & SON,
General Managers.
1st Mar. 1924. [2425]

OFFICE OF FIRMS

NOTICE.

THE PUBLIC REFUGEE ASSURANCE
Company, Limited, of the Colony, MR. THURGOOD
and MR. J. H. HARRISON, Solicitors.

SON holds my Power of Attorney.
R. C. WILCOX.
x. 20th February, 1900, 578

JAPANESE CURIOS.

JUST RECEIVED.

OIL PAINTED AND EMBROIDERED
SCREENS, LACQUERED BOXES,
SEVERAL KINDS OF PHOTOGRAPH
FRAMES.

at Moderate Prices.

D. NOMA,
No. 12, Beaconsfield Arcade,
Opposite the City Hall,
Hongkong, 12th January. 3131

CARTRIDGES.

NOBEL'S SPORTING BALLISTITE.
Absolutely Smokeless and Water-resisting
The Best Nitro-Powder in the World.
PRICES OF 12-BORE CARTRIDGES—
Loaded with With Powder
Powder only, and 1 oz. of Shot.
Primrose Cases ...\$5.65 \$7.40
Pegmatite Cases ... 6.25 8.00
Ejector Brass Cases. 6.90 8.65
5% discount on orders of 1,000 and over.
Apply to Wm. Schmidt & Co.,
Gunmakers, Hongkong.

Hongkong, 27th July 1897

BICYCLES! BICYCLES!

FOR SALE.

THE WAVERLEY HIGH GRADE
BICYCLE, Double Tyres, upturned adjustable
handles, plunger brake. We can guarantee
these Bicycles.

Wm. Schmidt & Co.

Sole Agents. Hongkong, 11th November 1899. 1117

QUAN WAH & CO.

DEALERS IN
ITALIAN MARBLE AND GRANITE
MONUMENTS.
DESIGNS & PRICES ON APPLICATION
at No. 1, Queen's Road, East, Hongkong.
Hongkong, 17th October 1899. 1239

RUIHART PERE & FILS, REIMS

Established 1719.
CHAMPAGNE GROWERS AND
SHIPPERS.
Ship only the Finest Quality
Extra Dry (Green Seal)
LAUTS, WEGENER & CO.
Sole Agents.
Hongkong, 17th May 1900. 11853

CARMICHAEL & BARLOW,
Consulting Engineers, Surveyors, and
Contractors,
QUEEN'S BUILDINGS.

DESIGNS and Specifications prepared for
any class of Steamships. Launches and
light-draft vessels a specialty. Contractors
for the supply and erecting of any type of
machinery. New work and repairs supervised.
New and second hand Launches for Sale.
Telegrams, "CELESTE," Hongkong.
Telephone, 232.
H. F. CARMICHAEL,
B. J. BARLOW.
Hongkong, 1st June, 1899. 13024

MITSUI BUSSAN KAISHA

Head Office—Tokyo.
Branch Offices—LONDON, NEW YORK, BOM-
BEY, SINGAPORE, SHANGHAI, TIENT-
SIN, NEWCHOWAN, and all Ports in
JAPAN.

AGENCIES:—
Mitsui Coal Mines.
Kanada Coal Mines.
Hokoku Coal Mines.
Yoshinotani Coal Mines.
Onomura Coal Mines.
No. 1, Ohtsugi Coal Mines.
Ichimura Coal Mines.
Kishima Coal Mines.
Yoshio Coal Mines.
Yamano Coal Mines.
Manouri Coal Mines.
The Osaka Shosen Kaisha, Limited.
Tokio Marine Insurance Co., Limited.
Meiji Fire Insurance Co., Limited.
Kansai Cotton Spinning Mills.
Shanghai Cotton Spinning Mills.
Tokyo Cotton Spinning Mills.
Mitsui Cotton Spinning Mills.
Onoda Cement Company.
Imperial Government Paper Mills.
MITSUI BUSSAN KAISHA,
M. FUJISE,
Manager.
Hongkong, 19th August, 1899. 12743

R. J. REMEDIOS,

FOREIGN AND COLONIAL STAMP
DEALER.
No. 37, EGIN STREET, HONGKONG.
Will be glad to send STAMPS on approval
to any address on receipt of satisfactory refer-
ences.
Is also prepared to purchase used POSTAGE
STAMPS in Large or Small Quantities for Cash.
AGENTS WANTED.
15 to 25 % Discount Allowed. 12005

DAVID CORSAIR & SON'S

MERCHANT NAVY
NAVY BOILED
LONG FLAX
RELIANCE CROWN
TARPAULING
ARNHOLD, KARBERG & CO.
Sole Agents.
1144.

CARBOLINEUM-AVENARIUS

USED FOR OVER TWENTY YEARS.
Thoroughly reliable preservative for Wood
and Stone against White Ants, Decay, Fungus
Rot, and Dampness.
Sole Agents for China.
LUTGENS, EINSTAMM & CO.
Hongkong, 31st August, 1897. 1338

TO SHIPMASTERS

ENQUIRE where your FRESH WATER
is obtained by the Water Bots, as Foul
Water is the cause of much Sickness on board
Ship.
We are the ONLY WATER BOT COMPANY
in HONGKONG EXCLUSIVELY supplying
FILTERED WATER.
CALL—J. K. W. & CO.
STEAM WATER BOT COMPANY.
Hongkong, 9th October, 1900. 13099

NOW READY.

THE PROVINCE OF SHANTUNG:

ITS TRADE, POPULATION AND FUTURE
PROSPECTS.
BY M. O'S.
Reprinted from the "HONGKONG DAILY PRESS."
Price, 50 cents Cash. Messrs. Kelly & Walsh
or Daily Press Office.
Hongkong, 31st January, 1900. 338

APIOL & STEEL

A Remedy for all Irregularities.
Superior to all other Remedies.
A. S. WATSON & CO., LTD., HONGKONG.
MARTIN, CLARKE, SOUTHAMPTON, ENGLAND.
1303

AMERICAN SY-

DE N. T. I. S. T. H.
No. 39, QUEEN'S ROAD, HONGKONG.
CHADWICK KEW
(LATE OF POATE & NORRIS).
Hongkong, 15th September, 1899. 31

INSURANCES.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

TOTAL FUNDS AT 31st DECEMBER, 1898.
£13,850,963 0s 0d

I. AUTHORIZED CAPITAL.....£3,000,000 0 0
Subscribed CAPITAL.....2,750,000 0 0
PAID-UP CAPITAL.....487,500 0 0
II. FUND FUNDS.....2,765,459 7 11

The Undersigned, having been appointed
AGENTS for the above Company, are pre-
pared to ACCEPT RISKS against FIRE at
Current Rates.

SHEWAN, TOMES & CO., Agents.

Hongkong, 29th June, 1899. 1741

NORTH GERMAN FIRE INSURANCE COMPANY OF HAMBURG.

The Undersigned, having been appointed
AGENTS for the above Company, are pre-
pared to ACCEPT RISKS against FIRE at
Current Rates.

SIEMSEN & CO., Agents.

Hongkong, 28th May, 1895. 126

SCOTTISH METROPOLITAN ASSURANCE CO.

The combined ACCIDENT and LIFE
POLICY is the MOST ADVANTAGEOUS
form of INSURANCE.
A yearly premium of £23 2s (age 30)
secures the following:
£2,000 in case of death by accident.
£1,000 in case of natural death.
£1,000 in case of permanent total dis-
ablement by accident.
£500 in case of partial total disablement by
accident.
£6 per week in case of temporary dis-
ablement by accident.
Accidents insured against for £4 and £2
per annum (£1,000 in case of death, by weekly
payments in case of injury.)
For further Particulars apply to
J. Y. V. VERNON,
Agent.
Hongkong, 8th June, 1899. 1619

PHENIX FIRE OFFICE.

The Undersigned are now prepared to
GRANT POLICIES of INSURANCE
against FIRE at Current Rates.
DOUGLAS LAPRAK & CO.,
Agents for the Phoenix Fire Office.
Hongkong, 17th August, 1897. 127

SUN INSURANCE OFFICE, LONDON

FOUNDED 1770.
The Undersigned, having been appointed
AGENTS for the above Company, are pre-
pared to ACCEPT RISKS against FIRE at Current
Rates.

SIEMSEN & CO., Agents.

Hongkong, 18th May, 1892. 125

AACHEN AND MUNICH FIRE INSURANCE CO. OF AIX-LE-CHAPPELLE.

The Undersigned, having been appointed
AGENTS for the above Company, are pre-
pared to ACCEPT RISKS against FIRE at
Current Rates.

REUTER, BROCKELMANN & CO., Agents.

Hongkong, 21st April, 1897. 19

TRANSATLANTIC FIRE INSURANCE COMPANY OF HAMBURG.

The Undersigned, having been appointed
AGENTS for the above Company, are pre-
pared to ACCEPT RISKS against FIRE at Current
Rates.

SIEMSEN & CO., Agents.

Hongkong, 16th November, 1873. 124

KOWLOON EXTENSION.

A NEW MAP OF HONGKONG, KOW-
LOON and ADJACENT TERRI-
TORIES showing the Boundary under the
New Convention, with the Towns, Villages,
&c. Prepared from Authentic Sources and
Printed in Colours. Price 5s.
To be had at Messrs. KELLY & WAUGH, LD.,
Daily Press Office.
Hongkong, 28th October, 1898. 1289

BOMBAY BURMAH TRADING COR- PORATION, LIMITED.

BANGKOK AND RANGOON.
TEAM SQUARES, PLANKS, BOARDS and
SCANTLINGS, PLANES, TONGUED, and GROOVED
BOARDS, FOR FLOORING, CEILING, WALLING,
&c. TEAM SHINGLES FOR ROOFING.
PINKADOE RAILWAY SLEEPERS for AD-
GAUGES.
Rates Supplied and Orders Booked by
JARDINE, MATHESON & CO.
Hongkong, 3rd May, 1900. 1220

THE CHINA AND JAPAN

TELEPHONE CO., LD.
HONGKONG EXCHANGE.
OPEN DAY AND NIGHT
SUBSCRIPTIONS:—
EXCHANGE LINES,
\$80 Per Annum.
PRIVATE LINES,
\$100 Per Annum.
NO CHARGE FOR INSTALLATION.
N.B.—A special charge is made for lines of
more than average length.
ELECTRIC SUPPLIES OF EVERY
DESCRIPTION IN STOCK.
Including—
BATTERIES, CHEMICALS,
ELECTRIC BELLS,
INSULATORS,
LIGHTNING CONDUCTORS,
SWITCHES,
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WIRE, &c., &c.
PRICE LISTS
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ELECTRIC BELL INSTALLATIONS
ERECTED AND KEPT IN
ORDER.
Estimates given for all kinds of Electrical
work.
Trained Mechanicians sent to Out-Ports to
Erect Installations if required.
For full particulars, &c., &c.,
Apply to
W. STUART HARRISON,
Manager.
Note Address—13, PRAYA CENTRAL.
Hongkong, 18th January, 1898. 12505

COLD STORAGE.

THE HONGKONG ICE COMPANY, LIMITED.

is now prepared to receive perishable
provisions for Cold Storage at EAST POINT at
Moderate Rates.

Wm. PARLANE, Manager.

Hongkong, 17th February 1899. 39

1900 1900 1900

NOW READY

MAIL TABLES.

The Card published at the Daily Press Office
contains—
English, Mails, homeward and outward
French " " " "
German " " " "
Canadian " " " "
Parcel Post " " " "
Calendar for 1900.
That is more information than is given on
any printed in London for which fifty cents is
charged. The price of the locally printed
card is 20 cents on paper, 30 cents on
cardboard. Supplied only for cash by Daily
Press Office or the Bookstallers.

S I E N T I N G .

SURGEON DENTIST.

No. 10, DAGUILLAR STREET.
TERMS VERY MODERATE.
Consultation Free.
Hongkong, 23rd September, 1891. 12412

HONGKONG STEAMERS.

Alois, German steamer, 3,533, Knut, Feb. 26.
Carlowitz & Co.
Amara, British steamer, 1,785, Matlock, Feb. 25.
Jardine, Matheson & Co.
Amigo, German steamer, 771, Bondixen, Feb. 13.
Jensen & Co.
Am, British steamer, 2,674, Wills, Feb. 25.
Dodwell & Co., Limited.
Broad Mayne, Brit. str., 1,946, Haynes, Feb. 26.
Voyager & Co.
Canton, British str., 2,164, Lockstone, Feb. 20.
P. & O. S. N. Co.
Catherine, Amer. str., 1,730, Oliffent, Feb. 23.
David Sassoon, Sons & Co.
China, American str., 3,157, Fricke, Feb. 22.
P. M. S. S. Co.
Chingtu, British str., 1,459, Williams, Feb. 26.
Butterfield & Swire
Chantai, British str., 1,100, Morris, Feb. 14.
Butterfield & Swire
Chunsaug, British str., 1,418, Buller, Feb. 20.
Jardine, Matheson & Co.
Daphne, German str., 3,271, Nissen, Dec. 31.
Siemssen & Co.
Dentons, German str., 1,001, Petersen, Feb. 21.
Siemssen & Co.
Dowagong, British str., 1,057, Curtis, Feb. 20.
Jensen & Co.
Elsa, German steamer, 903, Petersen, Feb. 23.
Empress of Japan, Brit. str., 5,404, Lee, Feb. 24.
C. P. R. Co.
Fausaug, British str., 1,410, Mitchell, Feb. 24.
Jardine, Matheson & Co.
Fz. Ferdinand, Austrian str., 3,830, Monnich,
Feb. 18; Sander, Wieler & Co.
Germania, German str., 1,174, Moller, Feb. 10.
Jensen & Co.
Glacens, British str., 3,590, Barwise, Feb. 26.
Butterfield & Swire
Hailon, French steamer, 377, Pannier, Feb. 24.
A. R. Marty
Hakani Maru, Jap. str., 1,419, Nishimura, Feb. 21.
Nippon Yusen Kaisha
Hano, French steamer, 739, Pannier, Feb. 26.
A. R. Marty
Hollao, French steamer, 502, Gerard, Feb. 26.
A. R. Marty
Irene, Chinese steamer, 826, Crawford, Feb. 25.
Chinese
Java, British steamer, 2,632, Gordon, Feb. 26.
P. & O. S. N. Co.
Keong Wai, British str., 1,115, Groves, Feb. 25.
Chinese
Konoura Maru, Jap. str., 2,185, Shina, Feb. 24.
Dodwell & Co., Ltd.
Kutsang, British str., 1,495, Bradley, Feb. 23.
Jardine, Matheson & Co.
Loksang, British steamer, 989, Leask, Feb. 21.
Jardine, Matheson & Co.
Loyal, German str., 1,237, Lorenzen, Feb. 16.
Sander, Wieler & Co.
Machew, British steamer, 995, Farrell, Feb. 22.
Butterfield & Swire
Michael, German str., 710, Hemmet,
Feb. 23; Jensen & Co.
Nanchang, British str., 1,062, Finlayson, Feb. 21.
Butterfield & Swire
Petaroch, German str., 1,258, Vecker, Feb. 26.
Sander, Wieler & Co.
Phra Chom Klao, British str., 1,011, Fowler,
Feb. 21; Chinese
Propontis, British str., 1,390, Mackay, Feb. 25.
Chinese
Prosper, Norw. str., 789, Torstensen, Feb. 3.
Geo. R. Stevens & Co.
Quarri, German str., 1,146, Johannsen, Feb. 25.
Sander, Wieler & Co.
Queen Adelaide, Brit. str., 1,835, Nair, Feb. 19.
Dodwell & Co., Limited.
Sabine Rickmers, British str., 690, Nasbet, Feb. 26.
Arnhold, Karberg & Co.
Saxonia, German str., 3,325, Koch, Feb. 25.
Siemssen & Co.
Swatow, German str., 631, Schipper, Feb. 22.
A. R. Marty
Taishun, Chinese str., 1,216, Blothen, Feb. 26.
Chinese
Tategami Maru, Jap. str., 1,673, Torneo, Feb. 22.
M. B. Kaisha
Telena, British steamer, 3,134, Scott, Feb. 21.
Arnhold, Karberg & Co.
Thyra, Norw. str., 2,420, Edvardson, Feb. 26.
Butterfield & Swire
Tritos, German steamer, 1,033, Lassen, Feb. 25.
Siemssen & Co.
Tyr, Norwegian steamer, 1,418, Gram, Feb. 4.
Order
Victoria, British str., 1,392, Panton, Jan. 30.
Dodwell & Co., Limited.
Yuensang, British str., 1,128, Rolfe, Feb. 26.
Jardine, Matheson & Co.
Sailing vessels.
Allerton, British ship, 1,393, Toye, Jan. 31.
Admiralty
Berlin, American ship, 1,552, Gafry, Feb. 20.
Order
Brook Castle, Brit. ship, 1,744, Olsen, Jan. 29.
Standard Oil Co.
Emily Reed, Amr. ship, 1,490, Nickels, Feb. 1.
Standard Oil Co.
Isaac Reed, Amr. ship, 1,887, Watts, Feb. 8.
Standard Oil Co.
Trafalgar, British 4-m. bark, 1,616, Wright,
Dec. 26; Sander, Wieler & Co.
Taleukun, Amr. schr., 74, Mclaunders, Jan. 1.
Meier
Wagtail, British sch., 23, Haynes, Sept. 23.
E. W. Hall

FOREIGN MEN-OF-WAR ON THE

CHINA AND JAPAN STATION.

Admiral Komiloff, Russian protected cruiser, 36
guns, 9,000 h.p., Capt. Jakovlev, at Nankai
Albat, American gunboat, Ensign D. W. Knox,
at Zambouanga
Alcant, Russian gunboat, 8 guns, 1,200 h.p.,
Capt. Elkski, at Vladivostok
Aspic, French gunboat, 6 guns, 453 h.p., Capt.
Journet, at Bangkok
Baltimore, American protected cruiser, 10 guns,
4,413 h.p., Capt. J. M. Forsyth, at H'kong
Bacon, American gunboat, 6 guns, 3,436
h.p., Comdr. C. H. Arnold, at Cebu
Bobre, Russian gun-vessel, 13 guns, 1,150 h.p.,
Capt. Dubrovskiy, at Port Arthur
Brooklyn, American cruiser, Captain T. F.
Jewell, at Manila
Brutus, American collier, Lieut. Comdr. C. J.
Boush, at Guam
Calamianes, American gunboat, Lieut. J. M.
Luby, at Manila
Callao, American gunboat, 1 gun, 55 h.p., Lieut.
G. B. Bradshaw, at Zambouanga
Carlo Alberto, Italian cruiser, Comdr. Roberto,
at Anoy
Castine, American gunboat, 8 guns, 2,199 h.p.,
Comdr. S. W. Verry, at Nagasaki
Celtic, American supply ship, 1,890 h.p., Lieut.
Comdr. N. J. K. Patch, at Sydney
Concord, Amc. g.-bl., 6 guns, 3,405 h.p., Com.
S. M. Ashley, at H'lo
Culgoa, American supply ship, Comdr. W. H.
Everett, at Sydney
D'Entrecasteaux, French flagship, 14 guns,
13,500 h.p., Capt. de Marol, at Saigon
Descartes, French cruiser, at Kwangchowwan
Dimitri Donskoy, Russian armoured cruiser, 34
guns, 7,000 h.p., Com. Sharon, at Vladivostok
Don Juan de Austria, American gunboat, Comdr.
T. C. McClean, at Hongkong
Eclairer, French gunboat, 8 guns, 2,050 h.p.,
Captain Texier, at Along
Elba, Italian cruiser, 18 guns, Capt. Cecconi,
at Shanghai
Gaidamak, Russian torpedo boat, 18 guns, 3,500
h.p., Captain Sorbrenouff, at Vladivostok
Gardou, American gunboat, Ensign G. Chase,
at Manila
Gefion, German cruiser, 10 guns, 9,000 h.p.,
Capt. Kollmann, at Hongkong
Glacier, American supply ship, Lieut. Comdr.
J. A. Norris, at Manila
Gromiatshy, Russian armoured cruiser, 12 guns,
2,000 h.p., Capt. Mikshersky, at P. Arthur
Hansa, German cruiser, 35 guns, Capt. Pohle,
at Singapore
Holeau, American gunboat, 8 guns, 1,908 h.p.,
Comdr. E. K. Moore, cruising
Hertha, German cruiser, 30 guns, — h.p., Capt.
von Usedom, at Hongkong
Ilbis, German gunboat, 10 guns, 1,600 h.p., Capt.
H. H. Lams, at Amoy
Irene, German cruiser, 22 guns, 8,000 h.p.,
Capt. Stein, at Hongkong
Iris, American collier, Master E. F. E. Foss, at
Manila
Isa de Cuba, American gunboat, Comdr. F. P.
Gillmore, at Hongkong
Isa de Luzon, American gunboat, Comdr. J.
V. B. Blecker, at Hongkong
Jean Bart, French cruiser, 10 guns, 8,000 h.p.,
Capt. Aubert, at Kwangchowwan
Jaguar, German cruiser, Captain Kinderling,
at —
Kaiserin Augusta, German cruiser, 20 guns,
14,030 h.p., Capt. Guelich, at Shanghai
Kersaint, French gun-vessel, 13 guns, 2,200 h.p.,
Capt. de la Motte du Portail, at K'chowwan
Korovetz, Russian cruiser, 9 guns, 2,150 h.p.,
Capt. Sillman, at Port Arthur
Liberal, Portuguese gunboat, 3 guns, 500 h.p.,
Comdr. Cunha Lima, at Macao
Liguria, Italian cruiser, Captain S. Caselli, at
Shanghai
Lion, French gunboat, Captain Amot, 4 guns,
500 h.p., at Saigon
Majour, Russian cruiser, 14 guns, 1,400 h.p.,
Captain Yakovlev, at Fouchou
Manila, American gunboat, 2 guns, 750 h.p.,
Lieut. Comdr. A. P. Nazro, at Zambouanga
Manileno, American gunboat, Ensign I. C.
Wettengel, at Manila
Marco Polo, Italian cruiser, 22 guns, 10,000
h.p., Captain Ed. Incarnato, at Singapore
Marietta, American gunboat, Comdr. E. H.
Gheen, cruising
Mariveles, American gunboat, Ensign C. E.
Gilpin, at Manila
Mintore, American gunboat, Ensign A. H. Mc-
Carthy, at Sabie Bay
Monadnock, Amc. double-turret monitor, 6 guns,
3,000 h.p., Capt. J. McGowan, at H'kong
Monomey, American gunboat, 6 guns, 850 h.p.,
Comdr. Geo. A. Bicknell, at Shanghai
Monterey, American monitor, Captain G. W.
Pigman, at Manila
Nanshan, American collier, Master E. F.
Storell, cruising
Nashville, American gunboat, Comdr. R. P.
Rodgers, cruising
Nararin, Russian battleship, 2 guns, 1,150 h.p.,
Captain Yenish, at Port Arthur
Newark, American cruiser, Captain B. H. Mc-
Calla, at Manila
New Orleans, American cruiser, Captain E.
Longnecker, at Manila
Oregon, American battle-ship, 16 guns, 11,111
h.p., Capt. G. F. F. Wilde, at Manila
Otrazny, Russian armoured cruiser, 12 guns,
2,500 h.p., Com. Copiatoff, at Nagasaki
Pampanga, American gunboat, Lieut. R. H.
Leigh, at H'lo
Panay, American gunboat, Ensign A. Kautz,
at Cebu
Paragua, American gunboat, Lieut. W. C.
Davidson, at Manila
Pascal, French cruiser, 14 guns, 8,500 h.p.,
Capt. Motet, at Hongkong
Petrel, American gunboat, 4 guns, 1,095 h.p.,
Comdr. C. C. Cornwell, at Manila
Piedmonte, Italian cruiser, 12 guns, 12,090 h.p.,
Captain F. Giuliani, at Singapore
Presidente Sarmiento, Argentine frigate, 16
guns, 2,000 h.p., Capt. Beltheder, at Manila
Princeton, American gunboat, 6 guns, 840 h.p.,
Comdr. Harry Knox, at Apari
Razbounik, Russian cruiser, Captain Kamaroff,
at Manila
Rossia, Russian cruiser, Capt. Domogiroff, 22
guns, 14,500 h.p., at Vladivostok
Rurik, Russian flagship, 43 guns, 13,500 h.p.,
Com. Haupt, at Nagasaki
Samur, American gunboat, Ensign H. C.
Mustin, cruising
Silatch, Russian gunboat, 4 guns, 1,200 h.p.,
Capt. Barranoff, at Vladivostok
Sissot Veliky, Russian battleship, 14 guns, 8,500
h.p., Capt. Molles, at Port Arthur
Sivutoli, Russian gunboat, 13 guns, 1,200 h.p.,
Capt. Soubatin, at Port Arthur
Solace, American transport, Comdr. A. Dauley,
en route United States
Surprise, French gunboat, 2 guns, 900 h.p.,
Capt. Plessix, at Saigon
Valkyrien, Danish cruiser, 3,000 tons, Prince
Valdemar, at Shanghai
Yanban, French cruiser, 11 guns, 4,560 h.p.,
Captain Blondat, at Kwangchowwan
Vladimir Monomach, Russian cruiser, 16 guns,
Captain Prince Douchotomsky, at P. Arthur
Vladimir, Russian torpedo-boat, 18 guns, 1,500
h.p., Capt. Rogolia, at Vladivostok
Wheeler, American gunboat, 6 guns, 1,100
h.p., Comdr. W. T. Burwell, at Hongkong
Yorktown, American gunboat, 6 guns, 3,392 h.p.,
Comdr. C. S. Sperry, at Zambouanga
Yosemite, American converted cruiser, 10 guns,
3,800 h.p., Captain G. E. Ide, at Guam
Zabinka, Russian cruiser, 20 guns, 2,000 h.p.,
Capt. Shkrygoff, at Port Arthur
Zafiro, American supply ship, Master A. W.
Whitton, at Manila
Zenta, Austrian cruiser, 2,500 tons, 9,000 h.p.,
Captain E. Theobald von Montclair, at
Hongkong

SUPREME COURT

February 26th.

IN ORIGINAL JURISDICTION.

BEFORE SIR JOHN CARRINGTON, CHIEF JUSTICE.

IN THE MATTER OF ORDINANCE NO. 1 OF 1865 AND IN THE MATTER OF THE MAN ON INSURANCE COMPANY, LIMITED.

His Lordship delivered judgment in this case as follows:—

On the 5th instant the applicant, Ho Tung, obtained an order calling upon the Man On Insurance Company, Limited, to show cause why an order should not be made that the register of the said Company be rectified by removing the name of Cheong Wing Shan therefrom in respect of seven shares in the said company, numbered 2,454, 2,466, 2,467, 2,468, 2,469, 2,470, and 2,471 respectively, and the name of Lai Yung Tak Tong therefrom in respect of four shares in the said Company numbered 4,255, 4,256, 4,257, and 4,258 respectively, and by substituting for the names of the said Cheong Wing Shan and Lai Yung Tak Tong the name of the said Ho Tung as the holder of the said shares. Cause was shown accordingly on the 16th and 17th instant.

The main facts of the case are not in dispute. In June, 1899, as the company says, or in August, 1899, as the applicant says, the applicant purchased from Cheong Wing Shan the seven shares above mentioned. In September he applied to the company to have the transfer registered. This application was considered at a meeting of the directors held on the 9th October. In the minutes of that meeting there is the simple statement that "all the directors say that they disallow the proposed transfer." But in a declaration made on the 15th instant, Cheong Wing Shan, the secretary of the company, says that the directors refused their consent to and approval of the transfer "as they did not consider the said Ho Tung to be a fit and proper person to hold shares in the said company." In a letter written by Messrs. Deacon and Hastings, the company's solicitors, to Messrs. Wilkinson and Grist, the applicant's solicitors, dated the 7th December, it is said that the Board of Directors "had decided that they were unable to approve the transfer." Then follow these two paragraphs:—"Our clients could point out that the vendor of the said shares has not complied with Article 26 of the Articles of Association of the company and further the said vendor has not complied with the stipulation contained in his certificate, viz., that in case the shareholder wishes to sell his shares, he must first give the company the option of purchasing or finding a purchaser for the same and in (sic) default of their doing so, he is at liberty to sell the shares to another person."

"Our clients further instructed us to say that in order to avoid loss to your client they would be prepared to purchase the said shares from him at the market price of the day."

On receiving this letter the applicant seems to have made up his mind to obtain another set of shares with regard to which these alleged defects of title should not exist. Accordingly on the 25th December, he agreed to purchase from Lai Yung Tak Tong the four shares above mentioned. In the event of the company not purchasing the said shares, which had been offered to them. The price at which they were offered to the company was \$300 per share. The company declined to purchase them at this price, alleging as a reason for their refusal that the market price at the time was only \$26 to \$28 per share.

On the 5th January Messrs. Wilkinson and Grist wrote to the company that Lai Yung Tak Tong informed them that he proposed to sell his shares to the applicant. On the 8th January, the shares were sold and transferred accordingly, and on the same day Messrs. Wilkinson and Grist wrote, on behalf of the applicant, to the company acquainting them with the sale and transfer and asking that the shares should be registered in the applicant's name. At a meeting of the directors which was held on the same day, it was unanimously resolved to disallow the transfer. This decision was communicated to the applicant by a letter from Messrs. Deacon and Hastings to Messrs. Wilkinson and Grist in the following terms:—

55, QUEEN'S ROAD, HONGKONG, 12th January, 1900.

Dear Sir:—In reply to your letter of the 5th and 8th instant directed to the secretary of the above company on behalf of Mr. Lai Yung Tak Tong, informing him your client had transferred the shares referred to in your letter to Mr. Ho Tung and calling upon the secretary to register the transfer, the company not being prepared to purchase them at the price offered, we are instructed to say that the price asked for by your client was a purely fictitious one and far above the market value of the shares. The company are prepared to purchase the shares at the ordinary market rate.

As regards the registration of the transfer to Mr. Ho Tung, we are instructed to say that the directors, in pursuance of the powers in that behalf vested in them by Articles 26 and 27 of the Articles of Association, being of opinion that Mr. Ho Tung is not a fit person to hold shares in the company, cannot give their consent and approval to the transfer, which is necessary under Article 26 before the sale and transfer shall be deemed valid and binding on the company.

The reason for this opinion of the directors is that, as Mr. Ho Tung is a shareholder or largely interested in other insurance companies carrying on business in competition with their company, it would not be for the interest of their company to allow him to become a shareholder therein. They cannot accordingly consent and approve of the transfer to him, and decline to register it.—Yours faithfully,

DEACON & HASTINGS, H. W. L.

Messrs. Wilkinson and Grist.

As a result of this letter the notice of motion on which the present order to show cause was granted was filed in the Court on the 29th January.

On this state of facts the following questions arise for decision. In the first place it is contended on behalf of the applicant that the Articles of Association under which the company purports to act in refusing to register the transfer are altogether invalid. The ground for this contention is that the Articles were defective in their inception in not complying with the requirements of the Companies Ordinance, 1865, as to their mode of execution, and that their registration was therefore improperly made and cannot give them validity. Then it is said that if these Articles are not operative, the regulations contained in table A of the First Schedule to the Companies Ordinance, 1865, apply to the company, and under these regulations the right of the applicant to have the transfers registered is unquestionable. Mr. Francis for the company admits that this latter contention is well founded. But it is further urged on behalf of the applicant that, even if the Articles of the company are valid, the applicant is entitled, on a proper construction of them and in the circumstances of the case, to have the transfers registered, while on the part of the company, it is contended that, on the construction and in these circumstances, the company have bona fide acted within the powers conferred by their Articles in refusing such registration and the Court will not interfere with their action.

It is clear that the first and most important question to be determined is, what is the real position of the Articles of Association of the company—are they valid or invalid?

In considering this question it will be convenient to go out in the first place the statutory provisions relating to the registration of memoranda and articles of association, and then to state the facts relating to the registration of these particular articles.

By section 6 of the Companies Ordinance, 1865, it is enacted that "any seven or more persons associated for any lawful purpose except that of carrying on the business of banking, may by subscribing their names to a Memorandum of Association and otherwise complying with the requirements of this Ordinance in respect of registration, form any incorporated company, with or without limited liability."

Section 11 enacts that "the Memorandum of Association shall be signed by each subscriber in the presence of and be attested by one witness at the least. It shall, when registered, bind the company and the members thereof," etc., etc.

By section 14 it is provided as follows:—"The Memorandum of Association may, in the case of a company limited by guarantee, or unlimited, be accompanied by a statement, when registered, of the Association signed by the subscribers to the Memorandum of Association, and prescribing such regulations for the company as the subscribers

to the Memorandum of Association deem expedient," etc., etc.

Section 16 prescribes that "the Articles of Association shall be signed by each subscriber in the presence of and be attested by one witness at the least, and, when registered, they shall bind the company and the members thereof," etc., etc.

By section 17 it is enacted that the Memorandum of Association and the Articles of Association, if any, shall be delivered to the Registrar hereinafter mentioned, who shall retain and register the same.

There is no question raised in the present case that the Memorandum of Association of the company was not in regular form or not duly registered. But with regard to the Articles of Association it appears that, although they were in print, they were not signed by any of the subscribers to the Memorandum of Association, and of course there was no attestation. These omissions unfortunately escaped the notice of the Acting Registrar and he accordingly registered the articles. Apparently he attached them to the memorandum of Association by means of a metal paper fastener, at the same time making them with his name and the date. On the completion of the registration proceedings he gave a certificate of the incorporation of the company, bearing date the 14th March, 1891. I find on the evidence before me that the Articles of Association so registered have been used by the company from that date until the present time.

If this were all, I think the case would be free from difficulty. The language of the Ordinance with respect to the signing and attestation of Articles of Association is express and imperative, and I am of opinion that no amount of use or acquiescence could make good any failure to comply with the plain and positive provisions of the Ordinance. But this is not all. We have to consider what is the effect of the registration and of the consequent incorporation of the company in relation to these things. By section 18 the Registrar is required, on the completion of the registration proceedings, to give certificates of incorporation, and thenupon the subscribers of the memorandum of association and the future members of the company become a body corporate, and the section concludes with the following words:—"A certificate of the incorporation of any company given by the Registrar shall be conclusive evidence that all the requisitions of this Ordinance in respect of registration have been complied with."

The question then is, what is the effect of this provision upon the state of facts in this case? Does it operate to make the Articles of Association of the Company, which were defective and not proper to be registered, valid and effectual? I confess that, to my mind, on a plain construction of the words, they have this effect. It seems to me that the Legislature intended by them to declare that when a company has received its certificate of incorporation it is to be taken by all the world as fully lawful and valid, and that it is unnecessary for its members and others dealing with it to make inquiry whether all the proceedings preliminary to its launching have been regularly conducted or not. But the matter is not so simple as this, for there are decisions of the English Courts as to the effect of the corresponding enactment in the Imperial Act of 1862 which it is difficult, or indeed as it seems to me impossible, to reconcile. I will refer to these decisions in their proper order.

The first case is *In re Northumberland and Durham District Banking Company, 2 De. G. & J. 357*, which was decided in 1863 with reference to the similar provision contained in section 15 of the Joint Stock Companies Act, 1856. Then Lord Justice Turner said in the course of his judgment at p. 371:—"It may here be noticed an argument which was urged on behalf of some of the respondents, that we have nothing to do with the question whether this company was authorised to be registered or not; that it was sufficient that the company was in fact registered, and that the certificate of registration is, by the 15th section of the Joint Stock Companies Act, 1856, rendered conclusive. I notice this argument only for the purpose of laying it entirely out of the case. If the company was not authorised to be registered, I take it to be quite clear that the certificate of registration can be of no avail."

In *re Barred's Banking Company, Peel's Case, 2 Ch. 474*, was decided in 1867. It was argued before Lord Justice Turner and Lord Cairns, but in consequence of the illness of Lord Justice Turner, Lord Cairns alone pronounced judgment. It was an appeal motion, by Mr. William Peel, to discharge an order of the Master of the Rolls refusing to rectify the register of shareholders of Barred's Banking Company, Limited, by removing the appellant's name therefrom. It appeared there that, when the Memorandum of Association of the company was brought to the Registrar of Joint Stock Companies for registration, it was objected to by him as being too wide in its terms, whereupon the bearer of it, then and there, without communication with the persons who had signed it, made alterations to remove the objections of the Registrar, who at once registered it in the altered form. Now here was a plain violation of the express words of the Act; the Memorandum of Association, as registered, was not really signed by any of the subscribers. Yet it was held that, although the conduct of the Registrar, in knowingly registering a document which had been thus altered, was most censurable, the company was duly constituted, the certificate of registration being, under Section 18 of the Companies Act, 1862, conclusive evidence that the requisitions of the act had been complied with. In his judgment Lord Cairns made the following striking observations, at page 631:—"As it was, this solemn and important document was altered in the office of the Registrar, with the consent of his deputy, and apparently not without the sanction of himself, altered as, in fact, to substitute for it a document entirely different, the execution attached to the former document, its original shape appearing to be preserved in the original shape of the altered one. So far as the original parties to the document were concerned, and so far as the document should be looked at up to the point of its registration, in my opinion the alteration so made entirely neutralised and annihilated the original execution and signature of the document."

That, however, is not the question with which I have now to deal. I have to decide what the effect of this alteration is, having regard to the 18th section of the Companies Act, 1862. This section provides, among other things, that "A certificate of the incorporation of any company, given by the Registrar, shall be conclusive evidence that all the requisitions of this Act in respect of registration have been complied with." The certificate was given in this case in the form, now, as I understand the objection of Mr. Peel, it is that the requisitions of the Act for respect of registration have not been complied with, and that his name ought, therefore, to be taken off the list of contributors. But, according to the Act of Parliament, the certificate of incorporation given by the Registrar is not merely a *prima facie* answer, but a conclusive answer, to any such objection, and as it seems to me not only that the express provision of the Act of Parliament, but there is sufficient reason for such a provision. Parliament requires, for obvious purposes of public policy, that any company of persons subscribing a memorandum which is not registered, and when once the memorandum is registered, and the company is held out to the world as a company undertaking business, willing to receive shareholders, and ready to contract engagements, then it would be most disastrous consequences if, after all that has been done, any person was allowed to go back and enter into an examination (it might be years after the company had commenced trade) of the circumstances attending the original registration and the regularity of the execution of the document originally received by the Registrar. The Registrar, if he performs his duty carefully, will be the guardian of the public interest by seeing that all the requisitions are properly executed and properly brought for registration; but whether he does so or not, when once the certificate of incorporation is given, nothing is to be inquired into as to the regularity of the subsequent proceedings."

Curiously enough, within a few days after the decision in this case, the House of Lords was dealing with the same point in *Oakes v. Jurgand, L. R. 2 H. L. 335*. In that case the attesting witness to the Memorandum of Association, took it for registration to the Registrar of Joint Stock Companies, the Registrar refused to receive it unless certain words in it were struck out. The attesting witness consented and the words objected to were struck out at once, without any communication being made with any other person. The memorandum was then registered. It was argued for the appellants that there had been no signing and registration of the memorandum in accordance with the statute, and that consequently the company had not

been duly incorporated. But the House of Lords declined to accept this view of the effect of the alteration. The Lord Chancellor (Lord Chelmsford) said at p. 344:—"This objection is taken at the root of the company's existence, for it asserts that there was no Memorandum of Association subscribed by seven persons, and, consequently, that there never was any incorporated company. This, as I understand, is founded upon an alleged variance between the prospectus and the memorandum of association, which is made the ground of a separate objection. The short answer to this objection is found in the Companies Act, 1862, which, in the 6th section provides that any seven or more persons may, by subscribing their names to a Memorandum of Association, and otherwise complying with the requisitions, form an incorporated company. And, by the 18th section, upon the registration of the Memorandum of Association, etc., the Registrar shall certify under his hand that the company is incorporated, and a certificate of the incorporation of the company given by the Registrar shall be conclusive evidence that all the requisitions of the act in respect of registration have been complied with. I think the certificate presents all recurrence to prior matters essential to registration, amongst which is the subscription of a Memorandum of Association by seven persons, and that it is conclusive in this case, that all previous requisites have been complied with."

In this opinion Lord Cranworth and Lord Coleridge expressly concurred.

In the case now under citation Peel's case

supra was referred to but not on the question

of the effect of the certificate of incorporation.

In a note it is said to have been not reported,

and no doubt the report of it was published

after the judgment of the House of Lords had

been delivered.

This case was followed by *In re Nassau*

Phosphate Company, E. P. 2 Ch. D. 610,

which was decided in 1896. There, in the

course of proceedings for the winding-up of

a company, it was discovered that of

the seven persons who had signed the

Memorandum of Association, one was an in-

competent person, and the company might be

ordered to be wound up as a company not duly

incorporated and could not therefore be

wound up as a registered company. But Vice-

Chancellor Hall said, at p. 615:—"The Memo-

randum and Articles of Association having been

registered, are to be open to the public for the

purpose of inspection, so that the public may be

enabled to see by whom the Memorandum was

signed, and what are the business, powers, and

objects of the Company. That being so, upon

a fair and reasonable interpretation of the 18th

section, it is plain that the certificate of the

Registrar is conclusive that the parties have

become an incorporated body." And he held

that the certificate of incorporation was

sufficient to incorporate the company, not

withstanding that one of the seven persons was

an infant at the time," adding that "the

observations of Lord Chelmsford in *Oakes v.*

Jurgand were clear upon that point."

The next and last bearing upon the point is

In re National Debenture and Assets Corporation

(1891) 2 Ch. 505. This case was much

relied upon by Mr. Slade in his argument on

behalf of the applicant, and there is no doubt

it is a considerable authority in his favour. In

that case, in a petition for the compulsory

winding-up of a company, which was already being

wound up voluntarily under supervision, a doubt

was suggested whether the Memorandum of

Association, although it purported to be signed

by seven persons, was not in fact signed by six

persons only, one of the signatories having signed

twice in effecting the incorporation. On the hearing

Justice Kekewich came to the conclusion

that this was so, and he thereupon held that the

certificate of incorporation could not be treated

as conclusive of the fact that seven persons had

signed the Memorandum and that, as in fact

only six persons had signed it, he could not

make a winding-up order with respect to a

company which did not exist. In the

course of his judgment the learned Judge

distinguished Peel's case *supra* and *Oakes v.*

Jurgand supra. He seems to have

felt a difficulty in doing this, and with all

respect, I venture to doubt whether he has done

it successfully. He also intimated a doubt as

to the authority of *In re Nassau Phosphate*

Company supra. The case went to the Court

of Appeal and that Court, not being satisfied

with the order as to the number of signa-

tores took additional evidence upon that ques-

tion, with the result that they found that "the

evidence did not rebut the presumption which

would be, after the certificate given by the

Registrar, that the act was duly complied with

and that there were seven signatories." The

Court therefore made an order for a compulsory

winding-up. The question of the proper effect

of section 18 of the Act does not seem to have

been argued before it, and only one case is re-

ferred to in the judgments. All the Judges ex-

pressed the opinion that Mr. Justice Kekewich

was right in point of law. But there are passages

in their judgments which seem to show that the

attention both of Mr. Justice Kekewich and of

themselves was directed not so much to the

more signing of the Memorandum of Association

but to the larger question of the number

of persons required by the act for the formation

of a company. At p. 517 Lord Justice Lindley

says:—"The case came before Mr. Justice

Kekewich, and he dismissed the petition upon

the ground that the company in question con-

sisted of less than seven members, and had

always consisted of less than seven members,

and that there was no jurisdiction to wind it up.

His decision on that point was based on the

construction of the 6th and 18th sections of the

Companies Act, 1862, and although by the 18th

section it is enacted that "A certificate of the

incorporation of any company, given by the

Registrar, shall be conclusive evidence that all

the requisitions of this Act in respect of regis-

tration have been complied with," it was de-

cided by the House of Lords in *Oakes v. Knight*

Brace and Turner, that the Registrar could

not by a certificate create a jurisdiction in him-

self so as to enable companies to be registered

which the Act had no application. It is a con-

dition precedent, for example, that the company

shall be registered under the Act, that it shall

consist of seven members, and if it consists of

four or five, the Registrar cannot, by his certi-

ficates, incorporate the company. Mr. Justice

Kekewich came to the conclusion that this com-

pany had not consisted of seven members, and

if that had been right in point of fact, his de-

cision would have been correct in point of law."

At p. 519 Lord Justice Bowen says:—"The

certificate of the Registrar cannot cure a fatal

blot which is caused by a smaller number of

persons purporting to form a corporate body

than the Act requires." It was decided

that the Registrar could not by a certificate

create a jurisdiction in himself so as to enable

companies to be registered which the Act had

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